

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF MICHIGAN

In The Matter of:

Lambright/Brent A. & Angela
Debtor(s)

Chapter 7
11-07580-SWD
Judge Dales

**MOTION FOR RELIEF FROM AUTOMATIC STAY & TO WAIVE THE
PROVISIONS OF F.R.B.P.4001(a)(3) AS TO THE HUNTINGTON NATIONAL
BANK**

Now comes The Huntington National Bank, Movant, through its authorized attorney, and respectfully represents to the Court as follows:

1. That Movant is the holder of a mortgage on that property known as 327 Montebello St SE, Kentwood, MI 49548;
2. That the Debtor filed the instant case on July 14, 2011;
3. That pursuant to 11 U.S.C. Section 362(d)(1), upon the request of a party in interest, the court shall grant relief from stay for cause, including lack of adequate protection of such party in interest. Cause may also include failure of the Debtor to comply with obligations under 11 U.S.C. Section 521(a)(2);
4. That the Debtor has failed to maintain payments pursuant to the terms of the note secured by the mortgage referred to in paragraph one (1) of this pleading;
5. That as a result of the default in payments, a material default has occurred, which is prejudicial to Movant's rights; that Debtor is due for the March 1, 2011, and subsequent post petition mortgage installments;

6. That the total indebtedness to Movant, including accrued interest, escrow, and attorney fees is approximately \$113,168.59;

7. That the fair market value of the property is estimated to be \$76,800.00, as indicated by the Sched D; that upon review of this matter, to the best of the Movant's knowledge and belief, there are no other lien holders with respect to the subject property;

8. That said property is of no value to the bankruptcy estate; that Debtor has no equity in the subject property and that Movant lacks adequate protection;

9. That Movant is entitled to the relief sought pursuant to Sections 361 and 362 11 U.S.C. – Bankruptcy;

Wherefore, Movant requests that it be granted immediate relief from the Automatic Stay as regards the aforementioned property; that Movant be permitted to enforce its contractual rights pursuant to state law; that F.R.B.P.4001 (a)(3), which provides that the Automatic Stay shall remain in effect for a period of ten days from date of an Order Granting a Motion for Relief from Stay, be waived.

SCHNEIDERMAN & SHERMAN, P.C.

Date: 08/16/11

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